

How to Use the Fire/EMS, Police Equipment & Supplies and Related Services and Repairs Statewide Contract

Contract #: FIR03 Contract Duration: 09/01/2012 to 08/30/2014

MMARS #: FIR03* Options to renew: No options available

Contract Manager: Betty Fernandez - 617-720-3133 Betty.Fernandez@state.ma.us

This contract contains **Small Business Purchasing Program (SBPP), Supplier Diversity Office (SDO) Contractors and Environmentally Preferable Products (EPP) Equipment**

Last change date: **10/16/12**

Contract Summary

This contract covers a large variety of Fire/EMS, Police Equipment & Supplies and Related Services and Repairs which are available from a broad variety of authorized dealers representing various manufacturers. There are four (4) categories available:

Cat #	Category Name
1	Fire Equipment & Supplies
2	EMS Equipment & Supplies
3	Police Equipment & Supplies
4	Services & Repairs

The contract provides the following commodities, services and maintenance within the following categories:

Fire Equipment & Supplies - Turnout gear, station work uniform, forestry clothing, self-contained breathing apparatus (SCBA), water applications, power tools, hand tools, meters, utility trailers, specialty equipment (i.e. municipal fire alarm equipment and signaling, receiving and cabling and emergency vehicle lighting).


EMS Equipment & Supplies – Any equipment used for first responding EMT paramedic level, excluding vehicles.

Police Equipment & Supplies – Vehicle emergency, lights, sirens, etc.

Services and Repairs – Services and/or repairs of any or all of the items listed above.

Benefits and Cost Savings

- The statewide contract covers a broad array of equipment, parts & services available through various authorized dealers of listed manufacturers.

- **Competitive Pricing** – The Strategic Sourcing Services Team (SSST) has awarded the contract to those contractors who provided the most competitive discounts for the manufacturers being offered. Additional discounts are available, such as prompt pay discount, volume purchase discounts and or dock delivery discounts. Please reference the vendor list below for those contractors that offer prompt pay discount and for volume and dock delivery discount please reference “Contractors Fact Sheet” located under the “Vendor” tab of Comm-PASS (www.comm-pass.com).
- **Selection of EPP Equipment** – The contract provides equipment that represents environmentally preferable products wherever possible. Such Equipment may use alternative fuel (e.g. compressed natural gas), offer an opportunity for reduced fuel usage, or provide other environmental benefits. Contractors that offer EPP equipment are identified in the Vendor list with the EPP  symbol.

Who Can Use This Contract?

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

Eligible Entities:

01. Cities, towns, districts, counties and other political subdivisions
02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies
04. Local public libraries, public school districts and charter schools;
05. Public Hospitals, owned by the Commonwealth;
06. Public institutions of high education
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other states and territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

Pricing and Purchase Options

Purchase Options: Purchases made through this contract will be direct, outright purchases.

Pricing and buying details: All contract manufacturers’ pricing/discounts listed MUST remain firm through 9/30/14 for all listed contractors. Users may obtain manufacturer’s price list directly by the contacting the contractor.

Quotes: Departments are required to solicit at least three (3) quotes from contractors listed to determine which contractor can provide the best value for the equipment being purchased. All that is required is that departments contact the three (3) contractors for quotes; you are not required to receive responses from all three (3) contacted contractors.

Returned Goods Policy - Contract users must not accept the delivery of any product that is visibly damaged. Product must be inspected upon receipt of delivery. If a product fails inspection by the receiving facility, the product must be rejected and the contractor(s) must replace the product immediately at no additional expense to the facility.

Additional Information

Product Specifications: All products through the contract must meet the latest regulatory guidelines and any amendments therein in the areas of Fire/EMS, Police, Rescue Equipment and Supplies as promulgated under, but not limited to OSHA, NFPA, UL and ASTM.

User departments may request contractors to provide a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L Ch. 111F, SS8,9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. Copies of these regulations may be obtained at the State House Bookstore, Secretary of State, State House, Room 117, Boston, MA 02113 (617 727 2831).

Performance Bond – User Departments may request and require contractors to furnish a performance and/or labor and materials bond, in a form and with surety satisfactory to the end user for those orders in the amount of \$100,000 or more. The contractor(s) shall be responsible for the cost of the bond(s).

Adding/Removing Products - The SSST reserves the right to add products on an as needed basis despite their initial exclusion. Contractors must obtain authorization from OSD in order to add a product to the contract award. The products should comply with the specifications and scope/description established in the original Request for Response (RFR) and the contractor must supply all supporting information and research available to the SSST for consideration. A written recommendation may also be submitted to the SSST from an eligible contract user requesting that specific brands and/or manufacturers' products be added to the contract. *NO PRODUCTS MAY BE ADDED WITHOUT APPROVAL OF THE SSST AND SSSL.*

Special Offers – Contractors MUST extend manufacturer's special offers such as but not limited to: rebates, special promotional programs, manufacturing, distribution and/or raw materials. Percent off discounts do not include any special manufacturer educational discounts. If applicable, discounts should be made available and identified to the procuring Departments.

Warranty/Repairs and Services - To maintain operational performance during the warranty period the contractor(s) shall be responsible for providing a loaner equal to the purchased item, until it is replaced or returned in satisfactory condition, in circumstances where the item is contingent to the buying Department's operation. The contractor will further agree to replace the same, at no cost to the buying Department for labor or materials, if said item fails to meet said specifications within one year after installation. If, after three (3) service calls for the same fault, the item cannot be returned to full operations, then the item will be

replaced by the contractor at no cost to the buying Department. The buying Department shall **NOT** be responsible at any time during the warranty period for pickup and delivery. **UPON EXPIRATION OF THE WARRANTY PERIOD ARRANGEMENTS BETWEEN CONTRACTOR AND THE BUYING DEPARTMENT WILL PREVAIL.**

Technical Assistance - Throughout the life of the contract, contractors will be responsible, upon request, to provide on-site technical assistance or training for any item contained within the scope of the contract, for 90 days or as needed from the date of receipt of goods.

Inspection and examination - Contractors may be required during the life of the contract to provide samples within ten (10) calendar days to the requesting Department for inspection of quality, construction, and or design, etc. Samples will be returned to bidders upon the completion of the evaluation. ***All samples will be provided at no charge to the Commonwealth.***

Delivery - All quotations shall be FOB destination. The term FOB destination shall mean delivered and unloaded to all the Commonwealth Departments, cities, towns and/or Political Subdivisions within the Commonwealth of Massachusetts, with all charges for transportation and unloading prepaid by the contractor(s).

The contractor(s) must deliver goods to the Department requesting the goods within 30 days after receipt of order (A.R.O.). Items delivered after 30 business days may be deemed unacceptable and returned to the contractor at no cost to the Commonwealth. Delivery arrangements for custom-made items may be made by mutual agreement between purchasing Department and contractor(s). **FAILURE TO DELIVER ON TIME MAY RESULT IN TERMINATION OF CONTRACT**

Trade-in - Contractors that agree to accept trade-ins must negotiate in good faith with Departments trade in value at the time of trade-in. Contractors awarded a contract **MUST** accept Fire/EMS Police, Equipment, etc. trade-ins **that are an equal of the product being purchased.**

Where vehicles do not fall under the scope and/or description of the FIR03 statewide contract any type of vehicles (i.e. cars, cruisers, trucks, etc.) **ARE EXCLUDED** from being used as a trade in allowance by any eligible entity using this statewide contract. Vehicles may not be accepted as trade-ins from any eligible entity using this statewide contract to purchase and obtain any commodities or services.

Product Liability - All items must be covered by a Manufacturer's product liability insurance.

Fuel surcharge provisions: Contractors cannot charge any additional fuel surcharges on any order received from eligible entities under this statewide contract. Department will NOT be required to pay any addition fuel surcharges upon receipt of contractors invoicing.

Full Performance Requirements and Specifications

The “Performance Requirements and Specification” provides detailed specifications and performance requirements that each contractor must comply with under this statewide contract. Please reference this document to ensure compliance when obtaining equipment, parts or services from contractors. These specifications are located under the “Forms & Terms” tab of Comm-PASS (www.comm-pass.com).

Vendor List and Contract information





The available contractors are listed below. Please refer to the “Vendor” tab of Comm-PASS (www.comm-pass.com) at the bottom of the vendor detail page for “Contractors Award Information 2012-2014” pricing attachment.

Supplier involvement in any of the following programs will have the appropriate icon appear beneath the column heading. Programs include Small Business Purchasing Program (SBPP), Supply Diversity Office Certification (SDO, Formerly SOMWBA Certification), Supplier Diversity Program (SDP, Formerly AMP), Environmentally Preferable Products Program (EPP), and Prompt Pay Discount PPD). (See next page)

Contractor	Comments	SBPP	SDO	SDP	EPP	PPD
A.J. Abrams Company, Inc. Contact: Russell Kraiterman Phone: 781-784-6700 Email: ajabramsc@aol.com Website: www.ajabrams.com	Prompt Pay Discount: 2%-10 days, 1%-15 days					
Adamson Industries Corp. Contact: Steve Contarino Phone: 978-681-0370 Email: scontarino@adamsonindustries.com Website: www.adamsonindustries.com	Prompt Pay Discount: 2%-10 days					
All-Comm Technologies, Inc. Contact: Paul Boudreau, President Phone: 781-289-3000 Email: pboudreau@allcomm1.com Website: www.allcommtechnologies.com	Prompt Pay Discount: 2%-10 days					
Apollo Safety, Inc. Contact: Tracy Carvalho Phone: 508-673-2544 Email: tracy@apollosafety.com Website: www.apollosafety.com	Prompt Pay Discount: 2%-10 days, 1%-15 days, .5%-20 days, .2%-30 days					
Bergeron Protective Clothing Contact: Richard Hillsgrove Phone: 603-736-8500 Email: Rich@BergeronProtectiveClothing.com Website: www.BergeronProtectiveClothing.com	Prompt Pay Discount: 1%-10 days					
Brigham Industries, Inc. Contact: Jody Bagdis Phone: 508-795-7905 Email: jbagdis@brighamindustries.com Website: www.brighamindustries.com	Prompt Pay Discount: 2%-10 days, 1%-15 days					
C & S Specialty Contact: Henry Heroux Phone: 401-769-2260 Email: info@cssspecialty.com Website: www.cssspecialty.com	Prompt Pay Discount: 1%-15 days					
Canberra Industries, Inc. Contact: LaCorey Will, Associate Sales Support Specialist Phone: 203-639-2475 Email: lacorey.will@canberra.com Website: www.canberra.com	Prompt Pay Discount: 1%-10 days					

Contractor	Comments	SBPP	SDO	SDP	EPP	PPD
Central Equipment Co. Contact: Jean Cole, President Phone: 508-758-3758 Email: centralequipment@verizon.net	Prompt Pay Discount: 1%-10 days					
Comtronics Corporation Contact: Catherine Leonard, President Phone: 617-770-0212 Email: cleonard@radioshop.com Website: www.radioshop.com	Prompt Pay Discount: 2%-10 days, 1.5%-15 days, 1%-20 days					
Cyber Communications Contact: John Connolly Phone: 781-647-1010 Email: jconnolly@cybercomminc.com Website: www.cybercomminc.com	Prompt Pay Discount: 2%-10 days, 1.5%-15 days, 1%-20 days					
Doughboy Police and Fire Supply Contact: Paul Barry Phone: 617-282-2200 Email: info@doughboyuniforms.com	Prompt Pay Discount: 1%-10 days					
Easton Electronics Inc Contact: David Westcott Phone: 781-828-1955 Email: davewestcott@easton-electronics.com Website: www.easton-electronics.com	Prompt Pay Discount: 10%-10 days					
FDSS, LLC Contact: Alexander McCurdy, Owner Phone: 978-758-1122 Email: alexmccurdy.fdss@yahoo.com Website: www.fdss-ne.com	Prompt Pay Discount: 5%-10 days, 5%-15 days					
Fire Tech and Safety Contact: Matthew Wicks Phone: 978-244-0555 Email: MWicks@fts-ne.com Website: www.fts-ne.com	Prompt Pay Discount: 2%-10 days, 1%-15 days					
Fisher Scientific Company, L.L.C. Contact: James Bond Phone: 860-655-2281 Email: safety.quotes@thermofisher.com Website: www.fishersafety.com	Prompt Pay Discount: .5%-10 days					
Industrial Protection Services, LLC Contact: Cindy Murphy Phone: 978-657-4740x13 Email: cmurphy@ipp-ips.com Website: www.ipp-ips.com	Prompt Pay Discount: 1%-10 days					

<u>Contractor</u>	<u>Comments</u>	<u>SBPP</u>	<u>SDO</u>	<u>SDP</u>	<u>EPP</u>	<u>PPD</u>
L W Bills Company Contact: Dan Dinwiddie Phone: 978-352-6660 Email: lwills@comcast.net Website: www.lwbills.com	Prompt Pay Discount: 2%-10 days					
MARLBORO FIRE EXTINGUISHER INC Contact: Nicole Strategakis, Treasurer Phone: 508-481-4652 Email: nikki@mftext.com	Prompt Pay Discount: 2%-10 days, 1%-15 days, ½%-20 days					
Masimo Americas, Inc. Contact: Cynthia Vu, Contracts Coordinator Phone: 949-297-7575 Email: cvu@masimo.com Website: www.masimo.com	Prompt Pay Discount: .5%-10 days			 		
MHQ Municipal Vehicles a division of Natick Auto Sales, Inc. Contact: Frank Chase, President Phone: 508-573-2669 Email: dkueppers@mhq.com Website: www.mhq.com	Prompt Pay Discount: .5%-10 days					
New England Fire Equipment & Apparatus Contact: James Feehan, President Phone: 203-239-5678 Email: nefea@aol.com Website: www.NEFEA.com	Prompt Pay Discount: 1%-10 days					
Northeast Rescue Systems Inc. Contact: Dorothy O'Connor Phone: 617-325-3993 Email: info@northeastrescue.com Website: www.northeastrescue.com	Prompt Pay Discount: 1%-10 days					
R.B. Allen Co., Inc. Contact: Jonathan Allen Phone: 603-964-8140 Email: rballen@rballen.com Website: www.rballen.com	Prompt Pay Discount: 2%-10 days					
Safety Inc. Contact: Joel Myerson Phone: 978-532-7330 Email: joel@ESafetyInc.com Website: www.ESafetyInc.com	Prompt Pay Discount: 2%-10 days, 1.5%-15 days, 1%-20 days, .5%-30 days					
United Divers, Inc. Contact: James Estabrook Phone: 617-666-0410 Email: diverjime@uniteddivers.com	Prompt Pay Discount: 2%-10 days					

<u>Contractor</u>	<u>Comments</u>	<u>SBPP</u>	<u>SDO</u>	<u>SDP</u>	<u>EPP</u>	<u>PPD</u>
Website: www.uniteddivers.com						
Wildland Warehouse Contact: Ty Parker, President Phone: 908-362-6147 Email: sales@wildlandwarehouse.com Website: www.wildlandwarehouse.com	Prompt Pay Discount: 2%-10 days, 1.5%-15 days					
ZOLL Medical Corporation Contact: Elizabeth McCaughey Phone: 800-348-9011x9568 Email: EMcCaughey@ZOLL.Com Website: www.zoll.com	Prompt Pay Discount: 1%-10 days					

Strategic Sourcing Services Team Members

Julie Walrath	Dept. of Fire Services
Marianne Lara	Dept. of Fire Services
Michele Hebert	Dept. of Fire Services

Summary of Where to Obtain Important Contract Information

To obtain in depth contract information please go to the Comm-PASS (www.comm-pass.com) website, click on “Contracts” then search by document number FIR03 to locate the following contract information:

Contract User Guide	“Forms & Terms” tab
Performance Requirements and Specifications	“Forms & Terms” Tab
Contractors Fact Sheet	“Vendor” tab—bottom of vendor details
Manufacturer’s Discounts 2012-2014	“Vendor” tab-bottom of vendor details